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1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
 2 **CHRISTOPHER P. BISGAARD, SB# 53164**
 3 **MALISSA HATHAWAY McKEITH, SB# 112917**
 4 **CHARLES D. FERRARI, SB# 130186**
 5 **221 North Figueroa Street, Suite 1200**
 6 **Los Angeles, California 90012**
 7 **Telephone: (213) 250-1800**
 8 **Facsimile: (213) 250-7900**

9 Attorneys for Defendant

10 **NORTHROP GRUMMAN SYSTEMS CORPORATION**
 11 **(erroneously named as Northrop Corporation and Northrop**
 12 **Grumman Corporation)**

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CENTRAL JUSTICE CENTER

AUG 19 2005

ALAN SLATER, Clerk of the Court

BY E. BLOMBERG DEPUTY

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

15 ORANGE COUNTY WATER DISTRICT,

16 Plaintiff,

17 v.

18 NORTHROP CORPORATION, NORTHROP
 19 GRUMMAN CORPORATION; AMERICAN
 20 ELECTRONICS, INC.; MAG AEROSPACE
 21 INDUSTRIES, INC.; GULTON INDUSTRIES,
 22 INC.; MARK IV INDUSTRIES, INC. EDO
 23 CORPORATION; AEROJET-GENERAL
 24 CORPORATION; MOORE BUSINESS
 25 FORMS, INC.; AC PRODUCTS, INC.
 26 FULLERTON MANUFACTURING
 27 COMPANY; FULLERTON BUSINESS PARK
 28 LLC; and DOES 1 through 400, inclusive,

Defendant.

CASE NO. 04CC00715

(Assigned for All Purposes to Hon. Ronald L.
 Bauer, Dept. CX-103)

**NORTHROP GRUMMAN SYSTEMS
 CORPORATION'S CROSS-COMPLAINT**

NORTHROP GRUMMAN SYSTEMS
 CORPORATION,

Cross-Complainants,

vs.

ORANGE COUNTY WATER DISTRICT,
 WEYERHAUSER COMPANY, PCA
 INDUSTRIES, LLC, PCA METALS
 FINISHING, INC. (aka PACIFIC METALS
 ALLOY), ORANGE COUNTY METAL
 PROCESSING (aka ORANGE COUNTY
 PAINTING COMPANY), AEROTECH

4847-9795-3024.1

NORTHROP GRUMMAN SYSTEMS CORPORATION'S CROSS-COMPLAINT

LEWIS BRISBOIS BISGAARD & SMITH LLP
 221 NORTH FIGUEROA STREET, SUITE 1200
 LOS ANGELES, CALIFORNIA 90012-2601
 TELEPHONE (213) 250-1800

1 PLATING (aka AVS METAL FINISHING),
2 CRUCIBLE MATERIALS CORPORATION,
3 KHYBER FOODS INCORPORATED, and
4 ROES 1,001 to 1,100,

5
6 Cross-Defendants.

7 Cross-Complainant NORTHROP GRUMMAN SYSTEMS CORPORATION (erroneously
8 served as Northrop Corporation and Northrop Grumman Corporation)(Cross-Complainant) alleges
9 against Cross-Defendants Orange County Water District, Weyerhaeuser Company, PCA Industries,
10 LLC, PCA Metals Finishing, Inc. (aka Pacific Metals Alloy), Orange County Metal Processing (aka
11 Orange County Painting Company), AeroTech Plating (aka AVS Metal Finishing), Crucible
12 Materials Corporation, Khyber Foods Incorporated, and all other similarly situated Cross-
13 Defendants, as follows:

14 **GENERAL ALLEGATIONS**

15 1. Cross-Complainant is a defendant in Plaintiff's principal action in the above-entitled
16 matter.

17 2. Cross-Complainant is informed and believes and thereon alleges that Plaintiff/Cross-
18 Defendant Orange County Water District (OCWD or Plaintiff) is a municipal water agency formed
19 by the California State Legislature. Cross-Complainant is further informed and believes, and on that
20 basis alleges, that at all times relevant to this action, OCWD conducted significant business
21 activities in this District.

22 3. Cross-Complainant is informed and believes and thereon alleges that Cross-
23 Defendant Weyerhaeuser Company (Weyerhaeuser) is or was an entity of unknown formation, doing
24 business as an *Owner* or *Operator* of the property located at 700 Sally Place, Anaheim, California.

25 4. Cross-Complainant is informed and believes and thereon alleges that Cross-
26 Defendant PCA Industries, LLC (PCA) is or was an entity of unknown formation, doing business as
27 an *Owner* or *Operator* of one of more of the properties located at 1711 E. Kimberly Avenue,
28 Fullerton, California, 1726 E. Rosslenn Avenue, Fullerton, California or 1808 E. Rosslenn Avenue,
Fullerton, California.

5. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant PCA Metals Finishing, Inc. (PCA Metals) is or was an entity of unknown formation, doing business as an *Owner* or *Operator* of one of more of the properties located at 1711 E. Kimberly Avenue, Fullerton, California, 1726 E. Rossllyn Avenue, Fullerton, California or 1808 E. Rossllyn Avenue, Fullerton, California. Cross-Complainant is further informed and believes and thereon alleges that PCA Metals was also known as Pacific Metals Alloy.

6. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Orange County Metal Processing (OCMP) is or was an entity of unknown formation, doing business as an *Owner* or *Operator* at one or more of the properties located at 1711 E. Kimberly Avenue, Fullerton, California, 1726 E. Rossllyn Avenue, Fullerton, California or 1808 E. Rossllyn Avenue, Fullerton, California. Cross-Complainant is further informed and believes and thereon alleges that OCMP was also known as Orange County Painting Company.

7. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant AeroTech Plating (AeroTech) is or was an entity of unknown formation, doing business as an *Owner* or *Operator* at property located at 1808 North American, Anaheim, California. Cross-Complainant is further informed and believes and thereon alleges that AeroTech was also known as AVS Metal Finishing.

8. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Crucible Materials Corporation (Crucible) is or was an entity of unknown formation, doing business as an *Owner* or *Operator* of the property located at 2100 Orangethorpe, Fullerton, California.

9. Cross-Complainant is informed and believes and thereon alleges that Cross-Defendant Khyber Foods Incorporated (Khyber) is or was an entity of unknown formation, doing business as an *Owner* or *Operator* of the property located at 1818 E. Rossllyn Avenue, Fullerton, California.

10. Cross-Complainant is ignorant of the true names and capacities of the Cross-Defendants sued as Roes 1001 through 1100, inclusive, and therefore sues these Cross-Defendants by these fictitious names. Cross-Complainant will amend this Cross-Complaint to allege their true

1 names and capacities when ascertained. Cross-Complainant is informed and believes and thereon
2 alleges that, if Cross-Complainant is liable to Plaintiff as claimed in the complaint in this action,
3 each of the fictitiously named cross-defendants are jointly or jointly and severally liable with Cross-
4 Complainant to Plaintiff for any damages. Each reference in this cross-complaint to "Cross-
5 Defendant," "Cross-Defendants," or a specifically named cross-defendant refers also to all
6 fictitiously named cross-defendants.

7 11. This Court has jurisdiction over the claims asserted because Cross-Defendants are
8 either residents of, based in, authorized or registered to conduct, or in fact do (or did) conduct,
9 substantial business in Orange County, California. Cross-Complainant is informed and believes and
10 thereon alleges that Cross-Defendants have sufficient minimum contacts with the County of Orange,
11 California, and each resided, operated and conducted business in Orange County, California. Venue
12 is proper in this County as the acts upon which this action is based occurred in part in this County.

13 12. Plaintiff has sued Cross-Complainant for damages and other relief allegedly related
14 to, *inter alia*, investigating, monitoring, remediating, abating, or containing contamination of
15 groundwater within the Orange County Water District from volatile organic chemicals. Plaintiff
16 purports to allege causes of action for (1) Orange County Water District Act; (2) California
17 Superfund Act; (3) Negligence; (4) Nuisance; (5) Trespass; and (6) Declaratory Relief. Cross-
18 Complainant contends that it is not liable for the events and occurrences described in Plaintiff's
19 complaint and denies all liability.

20 FIRST CAUSE OF ACTION

21 (STATUTORY INDEMNITY/CONTRIBUTION)

22 13. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
23 through 12 of this Cross-Complaint, as though fully set forth herein.

24 14. Cross-Complainant is not a liable person with respect to the presence or release or
25 threatened release of hazardous substances within the geographical boundaries defining the subject
26 matter of this action. Cross-Complainant has not caused and is not a responsible party with respect
27 to contaminants for which Plaintiff and Cross-Defendants are responsible under the California
28 Hazardous Substance Act (HSAA), Cal. Health & Safety Code § 25300 *et. seq.*, and the

1 Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C.
2 §§ 9601 et seq., including specifically 42 U.S.C. §§ 107(a) & 113(f).

3 15. Cross-Complainant also is not liable under HSAA, the related CERCLA or any other
4 statutory or legal theory for any response costs incurred by any party as a presence or result of the
5 release or threatened release of hazardous substances within the geographical area defining the
6 subject matter of this action.

7 16. To the extent that Cross-Complainant is required to pay any response or other costs
8 or other damages as a result of the presence or release or threatened release of hazardous substances,
9 then Plaintiff and Cross-Defendants are liable to Cross-Complainant in contribution for these costs
10 under, *inter alia*, CERCLA §113(f)(1), in that Cross-Defendants are liable for such response costs
11 under CERCLA § 107(a), 42 U.S.C. § 9607(a).

12 17. Plaintiff is not statutorily-immunized for declaratory, injunctive relief or set-off
13 under the California Tort Claims Act.

14 SECOND CAUSE OF ACTION

15 (STATUTORY DECLARATORY RELIEF)

16 18. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
17 through 17 of this Cross-Complaint, as though fully set forth herein.

18 19. An actual controversy now exists between Cross-Complainant on the one hand and
19 Plaintiff and Cross-Defendants on the other hand, in that Cross-Complainant contends that Plaintiff
20 and the other Cross-Defendants are liable under HSAA and CERCLA § 107(a), 42 U.S.C.
21 § 9607(a) for response and other costs incurred and to be incurred in connection with the presence
22 or release or threatened release of hazardous substances within the geographical boundaries
23 defining the subject matter of this action. Cross-Complainant is informed and believes, and on that
24 basis alleges, that Plaintiff and the other Cross-Defendants contend in all respects to the contrary.

25 20. A declaration of the rights and obligations of the parties pursuant to HSAA and
26 CERCLA § 113(g)(2), 42 U.S.C. § 9613(g)(2), binding in any subsequent action or actions to
27 recover further response or other costs incurred by Plaintiff or Cross-Defendants, is appropriate and
28 in the interest of justice.

THIRD CAUSE OF ACTION**(INDEMNITY)**

21. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 20 of this Cross-Complaint, as though fully set forth herein.

22. Cross-Complainant is informed and believes, and thereon alleges, that if response costs or other costs or any damages were incurred or suffered due to the presence or release or threatened release of hazardous substances within the geographical boundaries that define the subject matter of this action, such response or other costs or damages were caused wholly or partially by the negligent or otherwise wrongful acts or omissions of Plaintiff or Cross-Defendants, and through no fault of Cross-Complainant.

23. Cross-Complainant is entitled to indemnification pursuant to the liability and allocation provisions of the HSAA, or as an equitable matter pursuant to a finding of nuisance on the part of Plaintiff and Cross-Defendants. Cross-Complainant is, therefore, entitled to complete indemnification from Plaintiff and the other Cross-Defendants.

24. If Plaintiff or Cross-Defendants recover judgment against Cross-Complainant, or Cross-Complainant incurs expenses in the defense of Plaintiff's complaint, or enters into any settlement with Plaintiff or any Defendant or Cross-Defendant, then Cross-Complainant is entitled to be indemnified and held harmless and to have judgment rendered against Plaintiff and Cross-Defendants, and each of them, for all sums incurred by reasons of such judgment or settlement, including the expenses and costs of litigation, including, without limitation, under the HSAA and the doctrine of the tort of another.

FOURTH CAUSE OF ACTION**(PARTIAL INDEMNITY)**

25. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1 through 24 of this Cross-Complaint, as though fully set forth herein.

26. Cross-Complainant is informed and believes and thereon alleges that Plaintiff and Cross-Defendants were responsible, in whole or in part, for the damages or response costs, if any,

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1 incurred by any party to this action or any other party within the geographical boundaries defining
2 the subject matter of this action .

3 27. In the event that Cross-Complainant becomes liable to Plaintiff or any other party,
4 Plaintiff and Cross-Defendants should be required to pay a share of Cross-Complainant's liability
5 which is in proportion to the comparative fault or negligence, statutory liability or allocation, or
6 other responsibility of Plaintiff or Cross-Defendants in causing damages or response or other costs.

7 **FIFTH CAUSE OF ACTION**

8 **(DECLARATORY RELIEF)**

9 28. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
10 through 27 of this Cross-Complaint, as though fully set forth herein.

11 29. On information and belief, an actual controversy exists between Cross-Complainant
12 on the one hand and Plaintiff and the other Cross-Defendants on the other hand in that Cross-
13 Complainant contends, and Plaintiff and the other Cross-Defendants deny that:

14 a. As between Plaintiff, Cross-Complainants and Cross-Defendants, responsibility, if
15 any, for the damages or response or other costs claimed in this action rests entirely or partially on
16 Plaintiff and Cross-Defendants; and

17 b. As a result, Plaintiff and Cross-Defendants are obligated to partially or completely
18 indemnify Cross-Complainant for any amount Cross-Complainant may be compelled to pay by
19 settlement, judgment or otherwise.

20 30. Cross-Complainant desires a judicial determination of its rights and duties with
21 respect to the damages or response costs claimed by Plaintiff and Cross-Defendants. In particular,
22 Cross-Complainant seeks a declaration of the comparative responsibility of Plaintiff, Cross-
23 Complainant and Cross-Defendants for damages or response or other costs, and a declaration of
24 Plaintiff's and Cross-Defendants' responsibility for comparative indemnity to Cross-Complainant
25 for any sums Cross-Complainant may be compelled to pay and for which Plaintiff and Cross-
26 Defendants are determined to be entirely or partially responsible.

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28 ///

1 31. Such a declaration is necessary and appropriate at this time in order that Cross-
2 Complainant may ascertain its rights and obligations as to Plaintiff's and Cross-Defendants' claims
3 for damages or response or other costs.

4 **SIXTH CAUSE OF ACTION**

5 (NUISANCE)

6 32. Cross-Complainant restates and realleges the allegations set forth in paragraphs 1
7 through 31 of this Cross-Complaint, as though fully set forth herein.

8 33. Public agencies can be liable for failing to discharge statutorily-imposed duties under
9 the California Tort Claims Act. Cal. Govt Code Section 815.6. Nuisance is a statutory cause of
10 action. Cal. Civ. Code Section 3480 and 3481. A nuisance is defined as "[a]nything which is
11 injurious to health, including, but not limited to ... an obstruction to the free use of property, so as
12 to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free
13 passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or
14 basin..." Cal. Civ. Code Section 3483 provides that "[e]very successive owner of property who
15 neglects to abate a continuing nuisance upon, or in the use of, such property, created by a former
16 owner, is liable therefore in the same manner as the one who first created it." The remedies against
17 a public nuisance include abatement. Cal. Civ. Code Section 3491(3).

18 34. Plaintiff and Cross-Defendants are liable for creating a nuisance. Plaintiff has
19 extracted groundwater for a significant period of time with knowledge that the groundwater contains
20 hazardous substances. Upon information and belief, Plaintiff also has caused water to be reinjected
21 into the aquifer. By so doing, Plaintiff has exacerbated the contamination within the shallow aquifer
22 such that it has impacted deeper zones of groundwater and further such that it has spread laterally to
23 hitherto uncontaminated portions of the aquifers.

24 35. Cross-Defendants have caused the presence or release or threatened release of
25 hazardous substances so as also to create a nuisance within the geographical boundaries defining the
26 subject matter of this action.

27 **WHEREFORE**, Cross-Complainant prays for judgment on the Cross-Complaint as follows:

28 ///

1. For payment or reimbursement of all or an equitable share of all response and other costs incurred by Cross-Complainant as a result of any presence or release or threatened release of hazardous substances within the geographical boundaries that define the subject matter of this action;

2. For a declaratory judgment establishing that Plaintiff and Cross-Defendants are responsible parties who are liable for any and all response or other costs incurred as a result of the presence or releases or threatened releases of hazardous substances within the geographical boundaries that define the subject matter of this action;

3. For a declaratory judgment establishing the liability of Plaintiff and Cross-Defendants in order that Cross-Complainant may ascertain its rights as against Plaintiff and Cross-Defendants;

4. A judicial determination that Plaintiff and Cross-Defendants are the legal cause of any injuries and damages as a result of the presence or release or threatened release of hazardous substances within the geographical boundaries that define the subject matter of this action and that Plaintiff and Cross-Defendants be adjudicated so liable and indemnify Cross-Complainant, entirely or partially, for any sums of money which may be awarded against Cross-Complainant;

5. Total and complete indemnity for any judgment rendered against Cross-Complainant;

6. Judgment in a proportionate share from Plaintiff and Cross-Defendants;

7. An order requiring Plaintiff and Cross-Defendants to conduct any required abatement of the soil, soil vapor and groundwater within the geographical boundaries defining the subject matter of this action at their sole cost and expense;

8. For all expenses incurred herein, including allowable attorneys' fees;

9. For costs of suit incurred herein;

10. For interest on any money judgment; and

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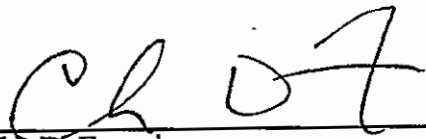
11. For such other and further relief as the Court deems just and proper.

DATED: August 19, 2005

LEWIS BRISBOIS BISGAARD & SMITH LLP

CHRISTOPHER P. BISGAARD
MALISSA HATHAWAY MCKEITH
CHARLES D. FERRARI

By



Charles D. Ferrari
Attorneys for Defendant
NORTHROP GRUMMAN SYSTEMS
CORPORATION (erroneously served as
Northrop Corporation and Northrop Grumman
Corporation)

LEWIS BRISBOIS BISGAARD & SMITH LLP

221 NORTH FIGUEROA STREET, SUITE 1200
LOS ANGELES, CALIFORNIA 90012-2801
TELEPHONE (213) 250-1800

PROOF OF SERVICE*Orange County Water District v. Northrop Corporation, et al. - File No. 27073-3*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012.

On August 19, 2005, I served the following document described as **NORTHROP GRUMMAN SYSTEMS CORPORATION'S CROSS-COMPLAINT (including First Amended Complaint and Summary of Second Status Conference and Notice of Next Status Conference)** on all interested parties in this action by placing [X] a true copy [] the original thereof enclosed in sealed envelopes addressed as follows:

PLEASE SEE ATTACHED SERVICE LIST

[] (BY FACSIMILE) The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine. Pursuant to Rule 2008(e)(4), I caused the machine to print a record of the transmission.

[X] (BY MAIL, 1013a, 2015.5 C.C.P.)

[] I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under that practice, this document will be deposited with the U.S. Postal Service on this date with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[] (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 19, 2005, at Los Angeles, California.


Angela Howell

SERVICE LIST

Attorney	Phone Numbers	Attorneys for
Duane C. Miller, Esq. MILLER, AXLINE & SAWYER A Professional Corporation 1050 Fulton Avenue, Ste. 100 Sacramento, CA 95825-4272	Tel: (916) 488-6688 Fax: (916) 488-4288 dmiller@toxictorts.org maxline@toxictorts.org taustin@toxictorts.org	<i>Attorneys for Plaintiff ORANGE COUNTY WATER DISTRICT</i>
Patrick L. Finley, Esq. Andrew T. Mortl, Esq. GLYNN & FINLEY, LLP One Walnut Creek Center 100 Pringle Avenue, Ste. 500 Walnut Creek, CA 94596	Tel: (925) 210-2800 Fax: (925) 945-1975 amortl@glynnfinley.com pfinley@glynnfinley.com	<i>Attorneys for Defendant AEROJET-GENERAL CORPORATION</i>
William Hvidtsen, Esq. P.O. Box 537012 Sacramento, CA. 95853-7012	Telephone: (916) 351-8524 Facsimile: (916) 355-3603 william.hvidsten@gencorp.com	
Richard J. McNeil, Esq. Regine Rutherford, Esq. IRELL & MANELLA LLP 840 Newport Center Dr., Ste. 400 Newport Beach, CA 92660-6324	Tel: (949) 760-0991 Fax: (949) 760-5200 rmcneil@irell.com	<i>Attorneys for Defendant AC PRODUCTS, INC.</i>
Clifton J. McFarland, Esq. GIBSON, DUNN & CRUTCHER LLP 333 S. Grand Avenue Los Angeles, CA 90071-3197	Tel: (213) 229-7000 Fax: (213) 229-7520 cmcfarland@gibsondunn.com	<i>Attorney for Defendant AMERICAN ELECTRONICS, INC.</i>
Frederick J. Ufkes, Esq. Suzanne M. Henry, Esq. KIRKPATRICK & LOCKHARDT NICHOLSON GRAHAM LLP 10100 Santa Monica Blvd., 7 th Flr. Los Angeles, CA 90067	Tel: (310) 552-5000 Fax: (310) 552-5001 fufkes@king.com shenry@king.com	<i>Attorney for EDO WESTERN CORPORATION AND MARK IV INDUSTRIES</i>
John C. Glaser, Esq. Nicholas G. Tonsich, Esq. GLASER, TONSICH & BRAJEVICH 765 W. 9 th Street San Pedro, CA 90731	Tel: (310) 241-1200 Fax: (310) 241-1212 gtblaw@earthlink.net	<i>Attorney for FULLERTON MANUFACTURING COMPANY</i>
Alexis Gutierrez, Esq. William A. Reavey, Esq. Shaka H. Johnson, Esq. HIGGS, FLETCHER & MACK LLP 401 W. "A" Street, Ste. 2600 San Diego, CA 92101	Tel: (619) 236-1551 Fax: (619) 696-1410 agutierrez@higgslaw.com	<i>Attorneys for MAG AEROSPACE INDUSTRIES, INC.</i>

Attorney	Phone Numbers	Attorneys for
David W. Burhenn, Esq. BURHENN & GEST 624 S. Grand Avenue, Suite 2200 Los Angeles, CA 90017	Tel: (213) 688-7714 Fax: (213) 688-7716 dburhenn@burhennigest.com	<i>Attorneys for MOORE WALLACE NORTH AMERICA, INC.</i>
James Wesley Kinnear, Esq. Mary Ellen Hogan, Esq. HOLME ROBERTS & OWEN LLP One Maritime Plaza, Suite 2400A San Francisco, California 94111-3404	Phone (415) 268-2000 Fax: (415) 268-1999 wesley.kinnear@hro.com marvellen.hogan@hro.com	Attorneys for Defendant CBS BROADCASTING
Deborah C. Prosser, Esq. BURKE, WILLIAMS & SORENSEN, LLP 3403 10th Street, Suite 300 Riverside, California 92501	Phone (951) 788-0100 Fax (951) 788-5785 dprosser@bwslaw.com	Attorneys for Defendant RAYTHEON COMPANY
Timothy Irons, Esq. BURKE, WILLIAMS & SORENSEN, LLP 611 West Sixth Street, Suite 2500 Los Angeles, California 90017-3102	Phone (213) 236-0600 Fax (213) 236-2700 tiron@bwslaw.com	Attorneys for Defendant RAYTHEON COMPANY
Sharon C. Corda, Esq. Dorothy L. Black, Esq. LeBOEUF LAMB GREEN & MacRAE LLP 725 S. Figueroa Street Suite 3100 Los Angeles, California 90017	Phone: (213) 955-7300 Fax: (213) 955-7399 scorda@llegm.com dblack@llegm.com	Attorneys for Defendant ALCOA GLOBAL FASTENERS, INC.
C. Forrest Bannan, Esq. Brian I. Hamblet, Esq. BANNAN, GREEN, FRANK & TERZIAN LLP 555 S. Flower Street, 27 th Floor Los Angeles, CA 90071	Telephone: (213) 362-1177 Facsimile: (213) 362-1188 cfbanan@bgftlaw.com bihamblet@bgftlaw.com jjohnson@bgftlaw.com	Attorneys for Defendant, FAIRCHILD CORPORATION
Jeffrey B. Groy, Esq. Vice President & Senior Counsel - Environmental VIACOM INC. 299 South Main Street, Suite 1800 Salt Lake City, UT 84111	Telephone: (801) 359-3193 Facsimile: (801) 524-0791 jeff.groy@viacom.com	Attorneys for VIACOM, INC.